



# **STANDARD CONDITIONS**

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# **1 INTRODUCTION**

This document specifies the generic conditions for retrieving support services and efforts by STACKFORCE.

By ordering a support model (please refer to section 4) resp. by signing another contract with STACKFORCE that includes a support model, **the customer agrees with all conditions specified in this document**, unless stated differently in the related quotation resp. contract.

#### Support by STACKFORCE...

...is not limited to advice services. It might also include:

- small programming
- testing
- debugging
- training
- ...



# 2 THE ESSENTIALS IN BRIEF



General **point of contact** for all support-related requests: support@stackforce.com.



**Documentation** and **tracking** of support requests within a STACKFORCE internal ticket system.



**Initial support proposal**<sup>1</sup> within **two business days**<sup>2</sup> against remuneration of effort up to two person-hours<sup>4</sup>.

Support provision via **phone**, **web-conferences**, or **e-mail** during STACKFORCE business hours<sup>4</sup>.

(Personal meetings and business trips are not envisaged in general but could be offered separately.)



Assignment of one **engineer** being responsible for the thoroughly execution.

<sup>&</sup>lt;sup>1</sup> STACKFORCE may reject the processing of support requests that are exceeding an effort of five person-days per month.

<sup>&</sup>lt;sup>2</sup> For specific agreements (e.g. License Packages), the reaction time may deviate from this document and is then specified within the related documents / quotation.

<sup>&</sup>lt;sup>3</sup> The customer accepts up to two person-hours of effort at STACKFORCE according to the current standard rates per request by default without the need for approval.

<sup>&</sup>lt;sup>4</sup> STACKFORCE business hours are specified in STACKFORCE's "General Terms and Conditions" document, which is available on our website <u>stackforce.com</u> or upon request at <u>info@stackforce.com</u>.



### **3 SUPPORT WORKFLOW**

- 1. During normal business hours, STACKFORCE receives a support request from an authorized person at the customer.
- 2. Within two business days<sup>2</sup> after the receipt, STACKFORCE will assess the request and provide first feedback including an **effort estimation** and a **service period** for the support, possible at the time of the feedback.

#### For this first evaluation per request, the customer accepts remuneration up to two person-hours of effort according to the current standard rates without the need for approval.

- 3. Based on feedback and effort estimation, the customer will decide within two business days<sup>5</sup>:
  - a. Approved: STACKFORCE will provide support within the confirmed service period.
  - b. Declined: The support request will be rejected and closed immediately (Up to two person-hours will be charged to the budget though for first evaluation as mentioned above.).
- 4. In case STACKFORCE recognizes unforeseen issues preventing to keep efforts within initially approved budget, STACKFORCE will immediately inform the customer<sup>6</sup>. Based on this updated effort estimation, the customer will decide:
  - a. Approved: The customer accepts the updated overall effort estimation and STACKFORCE continues with the processing of the support request.
  - b. Declined: The support case processing is stopped and already spent efforts will be charged to the budget.



<sup>&</sup>lt;sup>5</sup> If the customer approves later than two business days after the initial support proposal, STACKFORCE may refuse support or propose a new service period.

<sup>&</sup>lt;sup>6</sup> STACKFORCE may reject or postpone to continue processing of a support request that already has been approved by the customer, in case a required update of the effort estimation leads to an overall effort of more than five person-days for this support request.



## 4 PRE-PAID SUPPORT MODEL



#### Payment

Payment must happen **in advance** (prepaid) and is not affecting the expiration date.

#### Expiration of effort budget

Unless specified differently within the related quotation, non-consumed effort budget will expire **three months** after reception of the related purchase order.

#### Termination

A "Pre-Paid Support" model will be **canceled automatically**, either

- once the budget has been consumed complete, or
- latest upon expiration of the budget.

#### Continuation

When 100% of the hours included in the "Pre-Paid Support" have been consumed, no further effort can be spent, until either

- another "Pre-Paid Support" has been ordered and paid resp. signed, or
- a written order has been received for performing the requested work against the background of dedicated service contract or statement of work.



## **5 GENERAL DEFINITIONS, TERMS AND CONDITIONS**

#### Efforts

...are described as:

- a) Person-hours (PH) corresponding to 60 minutes of effort
- b) Person-days (PD) corresponding to eight PH
- c) Person-weeks (PW) corresponding to five PD
- d) Person-months (PM) corresponding to four PW

All efforts will be tracked with a resolution of 15 person-minutes (0,25 person-hours).

#### Rates, invoicing and termination

- All efforts will be charged according to the current standard rates, if not stated differently at the related quotation.
- Taxes may be added according to the legal conditions.
- Non-acceptance must be declared within 14 days, otherwise invoice will be accepted implicitly.
- All cancellation, adaptation or extensions of the conditions for providing support shall be in writing.



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